

Purchasing Division

730 Wisconsin Avenue Racine, WI 53403 262-636-3706 Duane.McKinney@racinecounty.com

June 10, 2024

Dear Prospective Bidder:

You are invited to submit a proposal to perform a classification and compensation study and analysis for Racine County WI. Proposals are due on or before 10:00 a.m. CDT on Friday, July 12, 2024, via www.DemandStar.com. Late proposals will not be accepted.

Responses must be received electronically by due date listed in section F submitted via www.DemandStar.com.

General questions regarding the bid should be directed to Nicole Dwyer at (262) 636-3809 or via email at purchasing@racinecounty.com.

No other Racine County employee or representative is authorized to provide information or interpret any portion of this solicitation. Contact to any Racine County employee or elected official regarding this Invitation for Bid during this process is prohibited unless authorized by the Racine County Purchasing Manager.

Sincerely,

Nicole Dwyer Finance & Budget Analyst

Encl: Bid Packet

Bid Specifications

REQUEST FOR PROPOSAL

Proposal #24-HR-01

Classification and Compensation Study and Analysis

I. PROJECT OVERVIEW

Racine County is soliciting proposals from highly qualified consultants for the purpose of conducting a comprehensive compensation and classification study for all classified positions, excluding represented law enforcement positions.

Two compensation plans currently exist for the County, however as mentioned above, the represented law enforcement plan is not part of this RFP. The non-represented plan is described below:

 Non-represented positions, both exempt and non-exempt, are currently assigned within a grade and a corresponding grade minimum/maximum. Employees progress within their assigned grade based on a merit system. There are a total of 73 exempt/non-exempt grades and five salary schedules. The salary schedules may be found in Attachment B.

The goal of the County is to update the current classification and compensation system utilizing accepted practices in the management and design of compensation systems in accordance with applicable federal and state laws. In doing so, the objectives of the County are:

- To attract and retain qualified workers who will be paid an equitable wage/salary and benefit package.
- To provide equitable wages/salaries for all workers, including the option to recognize job performance and retention as a part of the pay plan.
- To enable the County to maintain a competitive position with other comparable counties and private companies within the same geographic area.
- To provide a compensation plan(s) easy to understand and administer and possibly simplifying the number of classifications throughout the County.
- To establish practices and policies, including overtime and benefit options, to continue to meet the aforementioned objectives in future years.
- To ensure that positions have the appropriate exemption status.
- To update and maintain job descriptions for each classification that are informative and within the scope of the Americans with Disability Act Amendments Act (ADAAA) and any other applicable law.

II. INTRODUCTION AND BACKGROUND

Racine County is located in Racine, WI and employs approximately 1,050 individuals including on-call and seasonal employees. We are seeking proposals from qualified firms to review and assess the County's existing total compensation structure and recommend a total compensation philosophy that aligns with the County's operational values and competitive outlook.

III. INSTRUCTION TO BIDDERS

A. SCHEDULE

Issuance of RFP: Monday, June 10, 2024

Deadline for Bidder Questions: Wednesday, June 19, 2024, by 4pm

Addendum/Questions Answered for RFP: Wednesday, June 26, 2024, by 4pm

Proposal Due Date: Monday, July 15, 2024, by 10am

B. BIDDER'S QUESTIONS

Respondents are reminded to **carefully** examine the bid packet, specifications, and plans. Bidders should make a written request to Nicole Dwyer, Finance & Budget Analyst at Nicole.Dwyer@racinecounty.com for interpretation or correction of any printed material. Any requests for change shall be submitted in writing at least seven (7) days prior to bid opening. Request for changes received after that time will not be considered.

C. ADDENDA

Any changes made to the IFB after posting will be issued via addenda. The original IFB and any addenda will be posted to the <u>Racine County Website</u>. Bidders are responsible for checking this website for any future addenda prior to the opening date. All addenda must be signed and returned with your submitted proposal as specified in the addenda. Bidders who do not return the addenda may have their proposals rejected.

If a vendor receives a proposal packet from any source or entity other than Racine County Purchasing, the bidder is responsible for contacting Racine County Purchasing and requesting the firm's name be put on the bid list for the project. Failure to do so in no way obligates the County to send out addendum or other information concerning this request to the firm.

D. METHOD OF BID

Bidders shall submit their responses on the bid form provided. Bids written in pencil or in a format other than the attached worksheets will be rejected. Erasures or corrections of mistakes on bid forms shall be initialed or signed by bidder. Failure to meet any requirements listed in this bid document may be cause for disqualification of the bid.

Each copy of the bid shall include the Certification of Vendor page and acknowledgement of addendum(s) **if any**. A legally authorized representative of the bidder will sign the Certification of Vendor page.

E. INCURRING COSTS

Racine County shall not be liable for any costs incurred in replying to any request for proposal or invitation to bid.

F. DUE DATE

Your electronic proposal response is to be received by **10:00 a.m. CDT Monday July 15, 2024** in the offices of the Racine County Purchasing Division. Proposal is to be submitted electronically via www.demandstar.com.

G. SUBMISSION OPENING

Respondents are advised that there will be a VIRTUAL public opening for this RFP. Proposals received by the date and time of closing will be opened immediately and read aloud by specific members of the County and at a time after the closing.

H. WITHDRAWAL OF PROPOSALS

Bids may be withdrawn on written or electronic request received from bidder prior to time and date fixed for bid opening. Negligence on the part of the bidder in preparing their bid response confers no right for withdrawal of the bid after it has been opened. Withdrawn bids will be returned unopened prior to the time and date set for bid opening.

I. AMENDMENTS TO BIDS

Each bidder will be allowed a period of forty-eight (48) hours after the time and date set for receipt of bids to notify the County in writing of a material mistake in the bid. Failure of bidder to notify the County in the manner and within the time limit specified above will constitute a waiver by the bidder of all rights and remedies relative to a material mistake. Formal bid amendments thereto or requests for withdrawal of bid received by Racine County after time specified for opening will not be considered.

J. PROPOSALS BINDING 90 DAYS

Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following the bid opening date or upon award.

K. PROPRIETARY INFORMATION

All vendor-supplied materials, including the vendor's proposal, become the property of Racine County. Racine County will work with vendors to meet their confidentiality requirements if they are within reason. All vendor confidential material must have each page clearly marked as confidential. Wisconsin "Open Records Laws" apply.

IV. BIDDER'S MINIMUM QUALIFICATIONS

Bidders must demonstrate that they have the resources and capability to provide the materials and services as described herein. The following criteria shall be met to be eligible for this contract:

- Bidders shall demonstrate that they are financially stable by providing proof of a positive balance sheet and profitable business operations for two (2) of the last three (3) years.
- Bidders shall have been in business providing similar service for at least the last three (3) years; and
- Bidders shall be properly licensed and incorporated to do business in the State of Wisconsin.

V. TERMS AND CONDITIONS

A. **INSURANCE**

All proposals must include a certificate of insurance outlining respondent's insurance policies which evidence compliance with the requirements contained herein. Successful respondent shall agree that it will, always during the term of the contract, keep in force and effect insurance policies required by the contract, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the County. Such insurance shall be primary. Prior to execution of the written contract, the

successful respondent shall furnish the County with a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall reference the contract and provide for thirty (30) days advance notice of cancellation or non-renewal during the term of the contract.

Failure to submit an insurance certificate, as required, can make the contract voidable at the County's discretion. Additionally, the Vendor shall not allow any subcontractor to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor and approved by the County. The minimum requirements are noted below.

Each vendor shall obtain insurance at the following minimum limits:

- General Liability
 - o \$1,000,000 each occurrence
 - \$1,000,000 personal and advertising injury
 - o \$1,000,000 general aggregate
 - o \$1,000,000 products and completed operations.
 - \$1,000,0000 Combined Single Limit
- Umbrella Liability Insurance on a following form basis:
 - o \$4,000,000 each occurrence
 - o \$4,000,000 aggregate
 - Any combination of underlying coverage and umbrella equaling \$5,000,000 shall be acceptable.
- Workers Compensation Statutory Limits plus:
 - o \$100,000 E.L. Each Accident
 - o \$100,000 E.L. Disease Each Employee
 - o \$500,000 E.L. Disease Policy Limit

The following applies to all policies:

- The county is named as an additional insured on the general liability, automobile, and umbrella policies.
- All insurance must be placed with an insurance company with a minimum AM Best Rating of A- VII.

Vendors shall supply the county with a certificate of insurance showing proof of insurance coverage that meets all requirements.

A Certificate of Insurance for each coverage required under this Contract showing the name of Vendor, insurance company, type of insurance, policy number, effective date, expiration date, limits of liability and a description of the operation to which the coverage applies shall be furnished to the County before the work is started. This Certificate of Insurance shall contain a provision requiring a minimum of thirty (30) days' notice of cancellation or material change. If any change or cancellation is made, County shall be notified in writing.

B. COMPLETION DATE

All project work shall be completed by November 1, 2024. The contractor shall perform all work in an uninterrupted weekday sequence and make allowance for all probable difficulties that may be encountered.

C. PAYMENTS

Payment for services rendered, less any amounts to be deducted for failure to comply with the contract, will be made by Racine County.

VI. PROPOSAL SUBMITTAL INSTRUCTIONS

In their proposal, the Consultant shall define information, services and expertise needs from the Human Resources Department for the implementation of this project. Proposals may wish to include recommendations on which tasks and/or roles would best be performed by Human Resources Department staff, and those where consultant support would be most effective. Racine County reserves the right to reject any proposal not properly formatted.

A. CERTIFICATION OF VENDOR PAGE

Place this page on top of the original and each copy of your complete proposal.
 See page 13.

B. TABLE OF CONTENTS

• Include clear identification of the material to be used.

C. <u>EXECUTIVE SUMMARY</u>

 An overview of the proposal, a summary of the consultant's scope of services and approach. This item can include a description of the consultant's background, location, experience providing similar services for public agencies, as well as a list of assigned staff and their professional summaries assigned to the project, including the lead consultant.

D. COST SUMMARY:

 Provide a fixed, not to exceed price with an itemized cost proposal based on the tasks outlined in the above scope of services included with the proposal. Work items to be performed by subcontract shall be noted and any proposed mark-up of subconsultant costs shall be identified.

E. SCHEDULE:

 A project schedule shall be included in the consultant's proposal. The purpose of the schedule is to describe the anticipated duration of the tasks and milestones identified in the proposed scope of work, along with necessary meeting dates with Racine County staff.

F. REFERENCES:

Proposals shall include a brief summary of at least three recent reference
projects that best demonstrate the consultant team's relevant experience. Project
summary shall provide sufficient information for the Task Force to evaluate the
specific contributions individual project team members had in completing
deliverable items associated with a referenced project. A sample of a deliverable
item shall be provided to the Task Force upon request. Please keep the length of
project summaries to one page.

G. WORK PRODUCT FORMAT:

• Draft and final deliverable work products shall be provided to the Human Resources Department in electronic files containing all text, exhibits, data, calculations and referenced documents supporting conclusions.

H. OTHER FORMAT REQUIREMENTS:

All text exhibits and supporting data shall be submitted in a form that is editable
by the Human Resources Department. Microsoft Word format shall be included
with all text submittals. Proposal shall include consultant's proposed graphic and
other software to be used to complete the project.

I. OWNERSHIP OF WORK:

 All work products prepared by the consultant shall become the property of Human Resources Department. There shall be no restrictions on Human Resources Department's use, distribution, or modification of work products.

J. ACCEPTANCE OF TERMS AND CONDITIONS:

The proposal shall include a statement of Consultant's willingness to accept the
terms and conditions of the Human Resources Department's standard Contract
for Services, a copy of which is attached as Attachment A. Prospective
consultants shall review the Contract for Services, note any items to which it
takes exception provide alternate proposed wording and show levels of
insurance coverage in each category and return the marked-up copy with the
proposal.

K. CONFLICT OF INTEREST:

Throughout the term of any agreement resulting from the RFP, Consultant will
not accept any employment or engage in any work which creates a conflict of
interest with the Racine County Human Resources Department or in any way
compromises the work to be performed under this RFP or any agreement
resulting from this RFP.

VII. SCOPE OF SERVICES AND DELIVERABLES

The study shall evaluate the County's present classification, compensation and benefit structure as compared to the specific job market for comparable positions in the public and private sectors, exclusive of represented law enforcement. The consultant shall perform or provide the following:

- A. Conduct project information meetings with employees to explain the scope of the project, methods used, and the employee role.
- B. Review all current job classifications, excluding represented law enforcement, and analyze, document and validate same for job definition or purpose; working relationships; essential functions conforming to ADAAA regulations; education, experience and other skills, knowledge and abilities; level of authority, including judgment and decision making, supervision received and exercised, and special requirements, including licensing/certification requirements and work environment.

- C. Conduct interviews with employees and appropriate supervisory and management staff, as required.
- D. Understand the proposed 3 level concept being recommended and suggest any additions and deletions to the proposal as appropriate.
- E. Establish appropriate benchmarking standards and conduct salary surveys as needed for positions with the 9 identified comparable counties and other local public and/or private entities. The 9 comparable counties are: Kenosha, Dane, Ozaukee, Washington, Waukesha, La Crosse, Milwaukee, Walworth and Rock County.
- F. Identify potential pay compression issues and provide alternative solutions.
- G. Recommend classification of each position relative to exempt and non-exempt status, in accordance with Federal Fair Labor Standards Act (FLSA) and the Wisconsin Wage and Hour regulations.
- H. Apply a job evaluation system to all positions to balance internal relationships with market factors.
- I. Design pay range options that are consistent with the County's pay policy, outlining the pros and cons of each option.
- J. Recommend allocations of each position to an appropriate classification and pay grade based on internal equity and marketplace considerations.
- K. Provide a recommendation for a process for internal maintenance of the classification and compensation system to deal with positions that evolve over time or require different tasks than when first created.
- Review current Compensation Ordinances and policies and recommend any changes to be consistent with the County's total compensation system.
 (Sections 15-121-130) of the County's Ordinance address these issues and are available at: Racine County Code of Ordinances
- M. Assist the County in development and implementation of a total compensation policy that meets the needs of the County in fairness, internal equity, competitive compensation, and ease of administration. These should include, but not be limited to, the appropriate relationship between pay and benefits, the appropriate market(s), the County's intended target for pay practices in relation to the market, the frequency of review of this kind of compensation/classification study, a process for determining cost-of-living increases.
- N. Conduct employee classification appeals after plan adoption.
- O. Present progress reports to the Finance and Human Resources Committee, Executive Committee and/or County Board as requested, particularly at critical points in the study.

- P. Present the final results of the study to the Finance and Human Resources Committee, Executive Committee, and the County Board of Supervisors.
- Q. Present to the County a final report and overall plan that is clear and understandable, and summarizes the information gathering process, findings, and the estimated cost of wage recommendations and an implementation plan.
- R. Consultant must agree to comply with all federal, state, and local laws, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, national origin, sex, marital status, disability or age, or any other characteristic as prohibited by law.
- S. Update job descriptions to accurately reflect essential job duties and requirements, in compliance with ADAAA and other applicable laws.
- T. Additional Alternative: Discuss with County leadership the issue of pay progression with appropriate consideration for both length of service and performance. Make recommendation to consider ways to recognize employee excellence including options, feasibility and associated costs for the design and implementation of a pay- for-performance system.

County Resources

The County will provide copies, in electronic format whenever possible, of all current pay ranges, job classifications, job descriptions, previous studies and any other available inhouse information that the successful consultant may require to complete the study.

Qualification Requirements

Respondents to the RFP must be able to demonstrate the following minimum qualifications requirements for this request in their proposal:

1. Must have completed at least 3 similar classification and compensation studies for accounts similar to that of Racine County (preferably governmental accounts in the state of Wisconsin) in the past 3 years. Submit these as your references for the County to contact to verify your experience for this type of work.

VIII. EVALUATION OF PROPOSALS

All proposals submitted by the required deadline will be reviewed for adequacy, completeness, content, project approach, qualifications and other criteria developed during the review process. Consultants who have submitted proposals which pass the initial review may be invited for interviews approximately one week after submittal. The Task Force expects to evaluate the proposals based on evaluation criteria including the following, which are not necessarily listed in order of importance:

- Quality of proposal and responses to specific questions included in this RFP.
- Experience on similar fiscal analyses and reports for local government agencies in Wisconsin.

- Relevant qualifications of key personnel assigned to this project.
- Accessibility of key personnel to the Human Resources Department's staff during the project.
- Understanding of the Human Resources Department's objectives.
- Reasonableness of fees and cost proposal.
- Project Management capability (i.e., ability to produce high quality analysis and work product within the Task Force's desired timeline).

The Team will collectively evaluate and rank proposals. Interview may then be conducted with only the top ranked Vendors. Negotiations shall be conducted with Vendors so selected. The Evaluation Team may request a Best and Final Offer (BAFO) and/or make a recommendation for the Contract award.

Award may be made without discussion with bidders; therefore, bidders are cautioned that Proposals should be submitted initially on the most favorable terms.

IX. AWARD

A. COMPLIANCE WITH RFP

Proposals submitted must be in strict compliance with the terms of the RFP. Failure to comply with all provisions of the RFP may result in disqualification.

B. AWARD

The recommendation for award shall be based upon the Proposal that represents the most advantageous overall response for Racine County, all factors considered.

The County of Racine, through its duly authorized agents, reserves the right to reject any or all bids, to waive all technicalities, and to accept the bid deemed most advantageous to Racine County. All bidders, by submission of their respective bids, agree to abide by the rules, regulations, procedures, and decisions of Racine County. Award shall not be made, and a contract shall not be executed until Racine County, at its sole discretion, accepts a proposal.

C. CONDITIONS OF AWARD

By submitting a proposal, the respondent thereby agrees that Racine County's decision concerning any submittal is final, binding, and conclusive upon it for all purposes, and acknowledges that Racine County in its sole and unqualified discretion may waive or deviate from the procedures and/or timetable described in the RFP. All materials submitted become the property of Racine County and may be available to the public.

D. NEGOTIATE

Racine County reserves the right to negotiate price with successful bidder prior to awarding contract and during the contract period.

E. NOTICE OF ACCEPTANCE

Racine County will notify the selected bidder as soon as practical of the selection. Written notice of award to bidder in the form of a letter, contract or otherwise, mailed or

delivered to the address shown on the Certification of Vendor page will be considered sufficient notice of acceptance of bid.

X. STANDARD TERMS and CONDITIONS

These terms and conditions shall be incorporated into and made a part of all Services contracts entered between Racine County (hereinafter "the County") and the consultant/contractor/provider (hereinafter "the Consultant"), references to both the County and the Consultant are hereinafter "the parties." These terms and conditions shall take precedence and supersede any other terms and conditions which are not consistent with these terms and conditions.

- A. **PERFORMANCE**: Consultant shall perform all services under any contract in the highest professional manner pursuant to the standards within the industry.
- B. **INTELLECTUAL PROPERTY:** Any documents or work product produced pursuant to any contract shall become the property of the County and shall be under the control of the County. Consultants shall be allowed to retain copies of said documents and work product.
- C. OWNERSHIP RIGHTS: Any of the County's documents which are provided to the Consultant to assist the Consultant in the performance of his or her work shall be returned to the County upon demand of the County or at the conclusion of the project, whichever comes first.
- D. **ASSIGNMENT:** Consultant shall not assign, sublet, subcontract, or transfer any of the services or interest under the contract without the prior written consent of the County.
- E. **EQUAL OPPORTUNITY:** In connection with the performance of services under this contract, Consultant agrees not to discriminate against any employee, applicant for employment or person receiving services from the Consultant, pursuant to this contract because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, natural origin as those terms is described in state and federal law.
- F. **STATUTORY COMPLIANCE:** The Consultant shall comply with all federal, state, local laws and regulations and requirements.
- G. INDEMNIFICATION: To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, the County and its officers, agents and employees from any and all claims, damages to person or property, lawsuits or liability (including but not limited to reasonable fees and charges of consultants, architects, attorneys, and other professionals, and reasonable court costs) resulting from the negligent acts, errors or omissions of the Consultant or any of the Consultant's agents or employees in the performance of services under this contract.

To the fullest extent permitted by law, the County shall indemnify and hold harmless the Consultant and its officers, agents and employees from any and all claims, damages to person or property, lawsuits or liability (including but not limited to reasonable fees and charges of consultants, architects, attorneys, and other professionals, and reasonable court costs) resulting from the negligent acts, errors or omissions of Racine County or any of the County's agents, or employees in the performance of services under this contract.

- H. CHOICE OF LAWS: The laws of the State of Wisconsin shall govern this contract, the construction, interpretation and determination of the rights and duties of the parties under this contract.
- I. INDEPENDENT CONTRACTOR: The Consultant shall be considered an independent contractor and not an employee of the County. The County agrees that the Consultant shall have sole control of the method, hours, work and time and manner of performance of this contract unless specifically stated. The County takes no responsibility for the selection, dismissal, supervision, direction, or performance of Consultant's employees. Nothing contained in this contract shall create a contractual relationship with or cause of action in favor of a third party against either the County or the Consultant. The Consultant's services under this contract are being performed solely for the County's benefit, and no other entity shall have any claim against the Consultant because of this contract or the performance or nonperformance of services provided hereunder.
- J. **TERMINATION:** Either party may at any time, upon thirty (30) days prior written notice to the other party, terminate this contract. The County shall pay for all work performed up to the termination date. The County shall not pay any termination expenses or costs if the contract is terminated regardless of the reason for termination.
- K. **INSURANCE:** Consultant will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to the County. Auto Liability Insurance.
- L. **ACCESS:** The County shall arrange for safe access to and make all provisions for the Consultant and Consultant's agents and employees to enter upon public and private property as required for the Consultant to perform services under this contract.

Racine County expressly rejects any of the following terms and conditions in its contracts for professional services:

- 1. **ARBITRATION:** There shall be no binding arbitration provisions in any contract between the County and the Consultant.
- 2. **LIMIT OF LIABILITY:** There shall be no limit on the Consultant's liability as part of the contract between the County and the Consultant.
- ATTORNEY'S COSTS/FEES: There shall be no provisions mandating the payment of either party's attorney's fees which are the result of litigation arising out of contract disputes.

ENTIRE AGREEMENT: THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING BETWEEN THE CONSULTANT AND THE COUNTY. ANY AMENDMENTS TO THIS AGREEMENT SHALL BE IN WRITING AND EXECUTED BY BOTH PARTIES.

REFERENCES

Classification and Compensation Study and Analysis #24-HR-01

List three (3) references for construction services to that requested in this RFP.

1.	Company:		
	Address:		
	Contact Person:	Phone:	
	Email address:		
	Description of project:		
	Company:		
	Address:		
	Contact Person:	Phone:	
	Email address:		
	Description of project:		
	Company:		
	Address:		
	Contact Person:	Phone:	
	Email address:		
	Description of project:		

CERTIFICATION OF VENDOR

Classification and Compensation Study and Analysis #24-HR-01

The undersigned, submitting this bid, hereby agrees with all the terms, conditions, and specifications required by the County in this RFP and declares that the attached proposal is in conformity therewith.

The undersigned attests to the following:

- I have reviewed in detail the RFP and all related attachments and information provided by Racine County before submitting this proposal.
- I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Proposer.

SIGNATURE:		
PRINT NAME:		
TITLE:		
COMPANY:		
ADDRESS:		
CITY, STATE, ZIP:		
TELEPHONE:	_FAX:	
E-MAIL:		
DATE:		